

<i>SERFF Tracking Number:</i>	<i>QBEC-125873066</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>QBE Insurance Corporation</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-017-004-IM-AR-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Large Builders Risk</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Company: QBE Insurance Corporation

Product Name: Large Builders Risk

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Filing Type: Form

SERFF Tr Num: QBEC-125873066 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: 08-017-004-IM-AR-F

State Status: Fees verified and received

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Authors: Virginia Putzu,

Christopher Montemurro

Date Submitted: 11/04/2008

Disposition Date: 11/06/2008

Disposition Status: Approved

Effective Date Requested (New): 12/05/2008

Effective Date (New): 12/05/2008

Effective Date Requested (Renewal): 12/05/2008

Effective Date (Renewal):  
12/05/2008

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/06/2008

State Status Changed: 11/05/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

QBEIC - QBE Insurance Corporation, is filing a new program for Large Builders Risk. This program utilizes QBE Independent forms. The program is designed to cover damage to property under construction, materials used in the course of the construction, and delays in construction.

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Product Name: Large Builders Risk  
Project Name/Number: /

## Company and Contact

### Filing Contact Information

Christopher Montemurro, Compliance/Product Christopher.Montemurro@QBEAQmericas.com  
Development Analyst  
88 Pine Street, 4th Floor (212) 497-9642 [Phone]  
New York, NY 10005 (212) 894-7821[FAX]

### Filing Company Information

QBE Insurance Corporation CoCode: 39217 State of Domicile: Pennsylvania  
88 Pine Street - 16th Floor Group Code: 796 Company Type:  
New York, NY 10005 Group Name: QBE Insurance State ID Number:  
Group  
(212) 422-9888 ext. [Phone] FEIN Number: 22-2311816  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50.00 Form filing Fee  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
QBE Insurance Corporation	\$50.00	11/04/2008	23700405

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/06/2008	11/06/2008

*SERFF Tracking Number:*      *QBEC-125873066*

*State:*      *Arkansas*

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*Product Name:*      *Large Builders Risk*

*Project Name/Number:*      */*

## **Disposition**

Disposition Date: 11/06/2008

Effective Date (New): 12/05/2008

Effective Date (Renewal): 12/05/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: QBEC-125873066 State: Arkansas  
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Product Name: Large Builders Risk  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Independent Forms Filing List	Approved	Yes
Form	Common Policy Declarations	Approved	Yes
Form	Excess Physical Damage Coverage Form	Approved	Yes
Form	Absolute Wind, Tornado, Cyclone, Hurricane, and Tropical Storm Exclusion	Approved	Yes
Form	Amendment of Minimum Earned Premium	Approved	Yes
Form	Amendment to Deductible Clause	Approved	Yes
Form	Completed Value Builders Risk Policy	Approved	Yes
Form	Damage to Existing Property Endorsement	Approved	Yes
Form	Delay in Completion Endorsement	Approved	Yes
Form	Extension of Coverage - Interior Water Damage	Approved	Yes
Form	Mortgage Clause	Approved	Yes
Form	Amendatory Endorsment Arkansas	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Common Policy Declarations	QBIL DS 01	03-08	Declaration New s/Schedule		0.00	QBIL DS 01 03 08 _On-Point_ Dec.pdf
Approved	Excess Physical Damage Coverage Form	QBCM-0109	01-08	Policy/CoveNew rage Form		0.00	QBCM-0109 Excess Physical Damage Form.pdf
Approved	Absolute Wind, Tornado, Cyclone, Hurricane, and Tropical Storm Exclusion	QBCM-0110	01-08	Endorseme New nt/Amendm ent/Condi ti ons		0.00	QBCM-0110 Absolute Wind Tornado cyclone Hurricane Tropical Storm Exc.pdf
Approved	Amendment of Minimum Earned Premium	QBCM-0111	01-08	Endorseme New nt/Amendm ent/Condi ti ons		0.00	QBCM-0111 Amendment of Minimum Earned Premium.pdf
Approved	Amendment to Deductible Clause	QBCM-0112	01-08	Endorseme New nt/Amendm ent/Condi ti ons		0.00	QBCM-0112 Amendment to Deductible Clause.pdf
Approved	Completed Value Builders Risk Policy	QBCM-0113	01-08	Policy/CoveNew rage Form		0.00	QBCM-0113 _01-08_ Completed Value Builders Risk Policy.pdf

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Approved	Damage to Existing Property Endorsement	QBCM-0114	01-08	Endorsement/Amendment/Conditions	0.00	QBCM-0114 Damage To Existing Property Endorsement.pdf
Approved	Delay in Completion Endorsement	QBCM-0115	01-08	Endorsement/Amendment/Conditions	0.00	QBCM-0115 Delay In Completion Endorsement.pdf
Approved	Extension of Coverage - Interior Water Damage	QBCM-0116	01-08	Endorsement/Amendment/Conditions	0.00	QBCM-0116 Extension of Coverage Interior Water Damage.pdf
Approved	Mortgage Clause	QBCM-0117	01-08	Endorsement/Amendment/Conditions	0.00	QBCM-0117 Mortgage Clause.pdf
Approved	Amendatory Endorsment Arkansas	QBCM-0126	01-08	Endorsement/Amendment/Conditions		QBCM 0126 _01-08_ Amendatory Endorsement-Arkansas.pdf







POLICY NUMBER:

## COMMON POLICY DECLARATIONS

**COMPANY:**

QBE INSURANCE CORPORATION  
88 PINE STREET  
NEW YORK, NY 10005

**AGENT:**

**AGENT NUMBER:**

HOME OFFICE: 1515 MARKET STREET  
PHILADELPHIA, PA 19103

**NAMED INSURED AND MAILING ADDRESS:**

**POLICY PERIOD:** FROM TO AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**PREVIOUS POLICY NUMBER:**

**BUSINESS DESCRIPTION:**

**FORM OF BUSINESS:**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	PREMIUM
COMMERCIAL INLAND MARINE COVERAGE	\$
<b>TOTAL :</b>	<b>\$</b>

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**FORMS / ENDORSEMENTS APPLICABLE TO ALL COVERAGES:**

COUNTERSIGNED:	BY:
(DATE)	(AUTHORIZED REPRESENTATIVE)

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# EXCESS PHYSICAL DAMAGE COVERAGE FORM

## SCHEDULE

Policy Number:

1. Name of Insured:

2. Address of Insured:

3. Policy Period:

From:

To:

**Both days at 12:01 a.m. Local Standard Time**4. Perils Insured: As defined in Primary policy issued by \_\_\_\_\_  
Policy number \_\_\_\_\_5. The Property or Interest: As defined in Primary policy issued by \_\_\_\_\_  
Policy number \_\_\_\_\_6. The Property is located  
Or contained at: As defined in Primary policy issued by \_\_\_\_\_  
Policy number \_\_\_\_\_

7. Premium:

8. (a) Primary Insurer(s):

Primary Insurer(s):LimitPARTICIPATION:

(b) Underlying Excess Insurer(s):

Underlying Excess  
Insurer(s):Policy NumberLimit



9. Total Limits (including "Primary" and "Underlying Excess") subject to annual aggregates (per layers and participation's as outlined in item 8 above):

**Total Limits:** \$

**Annual Aggregate Limits:** \$ \_\_\_\_\_ Any one Policy Year in respect of the peril of Flood, and

\$ \_\_\_\_\_ Any one Policy Year in respect of the peril of Earthquake, and

\$ \_\_\_\_\_ Any one Policy Year in respect of the peril of Named Windstorm.

10. **Excess Limits:**

The Company's maximum limit of liability in a single occurrence regardless of the number of Locations or coverage's involved will not exceed the Policy limit of liability of \$ \_\_\_\_\_ subject to the following:

\_\_\_\_\_ % or \$ \_\_\_\_\_ part of \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_. This Company's liability will not exceed \_\_\_\_\_ % or \$ \_\_\_\_\_ part of \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_ of the recoverable loss in any one occurrence.

When the limit of liability for a Location or other specified property is shown, such limit will be the maximum amount payable for any loss or damage arising from physical loss or damage at such Location or involving such other specified property.

If a lesser limit of liability is stated below or elsewhere in this policy, the lesser limit will apply. The limits of liability stated below or elsewhere in this policy are part of and not in addition to the Policy limit of liability

Notification of Claims to: See attached claims procedures.

1. **INSURING CLAUSE:**

Subject to the limitations, terms and conditions contained in this Policy or added hereto, the Insurer(s) agree to indemnify the Insured named in the Schedule herein in respect of Direct Physical loss or damage to the property described in Item 5 of the Schedule, while located or contained as described in the Schedule, occurring during the period stated in the Schedule and caused by any of such perils as are set forth in Item 4 of the Schedule and which are also covered by and defined in the Policy(ies) specified in the Schedule and issued by the "Primary Insurer(s)" stated therein.

2. **APPLICATION OF UNDERLYING PROVISIONS:**

In respect of the perils hereby insured against this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and Limits of Liability other than the deductible or self-insurance provision where applicable, and the renewal agreement, if any, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the Policy(ies) of the Primary Insurer(s) prior to the happening of a loss for which claim is made hereunder and should any alteration be made in the premium for the Policy(ies) of the Primary Insurer(s), then the premium hereon may be adjusted accordingly.

3. **LIMIT:**

Provided always that liability attaches to the Insurer(s) only after the Primary and Underlying Excess Insurer(s) have paid or have admitted liability for the full amount of their respective liability as set forth in Item 9 of the Schedule and designated "Primary and Underlying Excess Limit(s)" and then the limits of the Insurer(s) Liability shall be those set forth in Item 10 of the Schedule under the designation "Excess Limit(s)" and the Insurer(s) shall be liable to pay up to the full amount of such "Excess Limit(s)".

4. **MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS POLICY/IES AND LIMITS:**

It is a condition precedent to recovery under this Policy that the Policy(ies) and Limit(s) of the Primary and Underlying Excess Insurer(s) set forth in Items 8 and 9 of the Schedule be maintained in full force and effect, except for any reduction or exhaustion of any underlying aggregate Limits of Liability contained therein, solely by the amount of loss(es) paid or admitted during the policy year.

There is no recovery under this excess policy as respects those coverages which are sublimited within the primary and/or underlying excess policy(ies) to amounts less than the amount indicated in item 8 of The Schedule, however, the Insurers to this excess policy recognize that the primary and underlying excess policy limits can be eroded or exhausted, wholly or partially, by application of said sublimits.

In the event of such reduction of the aggregate Limits of Liability of the Primary and Underlying Excess Insurance's this Policy shall pay excess over the reduced aggregate limit. In the event of exhaustion of aggregate Limits of Liability of the Primary and Underlying Excess Insurance's this Policy, subject to all its provisions, shall continue in force as Primary Insurance in respect of the peril for which the aggregate Limit of Liability has been so exhausted and the deductible or self-insured amount applicable to that peril, as set forth in Item 8 of the Schedule, shall apply to this Policy.

5. **UNCOLLECTIBILITY OF OTHER INSURANCE:**

Notwithstanding any of the terms of this Policy that might be construed otherwise, the insurance provided by this Policy shall always be excess over the maximum monetary limits set forth in Item 9 of the Schedule (reduced only by reduction of any underlying aggregate limits as provided for in Clause 4 herein) regardless of the uncollectibility (in whole or in part) of any underlying insured amounts for any reason, including, but not limited to, the financial impairment or insolvency of an underlying Insurer(s).

The risk of uncollectibility (in whole or in part) of other insurance, whether because of financial impairment or insolvency of an underlying or other insurer(s) or for any other reason, is expressly retained by the Insured and is not in any way or under any circumstances insured or assumed by Insurer(s).

6. **DEFINITIONS:**

- (a) **Loss:** The word "loss" shall mean each and every loss or series of losses arising out of one occurrence
- (b) **Ultimate Net Loss:** The words "ultimate net loss" shall mean the loss sustained by the Insured as a result of each and every loss or series of losses arising out of one occurrence, limited by

- (i) any sub-limits contained within this Policy or the Policy(ies) of the Primary and/or Underlying Excess Insurer(s), and
  - (ii) making deductions for all salvages, recoveries and other insurance's (other than recoveries under the Policy(ies) of the Primary and Underlying Excess Insurer(s).
- (c) Policy Year: The words "policy year" shall be understood to mean the period in Item 3 of the Schedule, or each twelve month period from the inception date or part thereof.

7. **APPLICATION OF RECOVERIES:**

All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurer(s), provided always that nothing in this Policy shall be construed to mean that losses under this Policy shall be construed to mean that losses under this Policy are not recoverable until the Insured's ultimate net loss has been finally ascertained.

8. **CANCELLATION:**

This insurance may be cancelled by the Insured at any time by written notice or by surrender of this Policy. This insurance may also be cancelled by or on behalf of the Insurer(s) by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance written notice stating when, not less than sixty (60) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured, the Insurer(s) shall retain the customary short rate proportion of the premium hereon, except that if this insurance is on an adjustable basis, the Insurer(s) shall receive the earned premium hereon, or the customary short rate proportion of any minimum premium stipulated herein, whichever is the greater.

If this insurance shall be cancelled by or on behalf of the Insurer(s), the Insurer(s) shall retain the pro rata proportion of the premium hereon, except that if this insurance is on an adjustable basis the Insurer(s) shall receive the earned premium hereon, or the pro rata proportion or any minimum

premium stipulated herein, whichever is the greater.

Payment or tender of unearned premium by the Insurer(s) shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Notwithstanding anything contained in Item 8 CANCELLATION of the wording to the contrary, in the event of non-payment of the Premium stated in the Schedule Insurer(s) may cancel this Insurance with written notice to the Insured stating when, not less than ten (10) days thereafter, the cancellation shall be effective.

9. **NOTIFICATION OF CLAIMS:**

The Insured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in Item 10 of the Schedule.

10. **PRIORITY OF PAYMENT:**

Notwithstanding anything contained herein to the contrary it is hereby agreed that in the event of a claim hereunder which involves more than one interest and/or coverage and/or peril, it shall be at the sole option of the Insured to apportion recovery under this policy when submitting final proof of loss, subject to the overall amount of claim not exceeding the overall limit of liability contained herein for any one loss.

For the purpose of attachment of coverage for excess layers, it is further agreed that loss involving any interest and/or peril covered in primary or underlying excess layers, but excluded in higher excess layers, shall be recognized by such excess layers as eroding or exhausting the occurrence limits of the primary and/or underlying excess layer(s). Nothing herein, however, shall be deemed to extend coverage in such layers(s) to include loss from the specifically excluded peril in the excess layer(s) itself.

11. **OCCURRENCE LIMIT OF LIABILITY:**

The Limit of Liability or Amount of Insurance shown on the face of this policy, or endorsed onto this policy, is the total of the Insurer(s) liability

applicable to each occurrence, as hereafter defined. Notwithstanding any other terms and conditions of this policy to the contrary, in no event shall the liability of the Insurer(s) exceed this limit or amount irrespective of the number of locations involved.

The term "occurrence" shall mean any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or series of losses from the perils of tornado, cyclone, hurricane, windstorm, hail, flood, earthquake, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief, one event shall be considered to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Insured may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to any covered property occurs.

The premium for this policy is based upon the Statement of Values on file with the Insurer(s), or attached to this policy. In the event of loss hereunder, liability of the Insurer(s), subject to

terms of paragraph one (1) above, shall be limited to the least of the following:

- a. The actual adjusted amount of loss, less applicable deductible(s).
- b. 100% of the individually stated value for each scheduled item of property involved, as shown on the latest Statement of Values on file with Insurer(s), less applicable deductible(s).**
- c. The Limit of Liability or Amount of Insurance shown on the face of this policy or endorsed onto this policy.

## **12. PERMISSION FOR EXCESS INSURANCE**

Permission is hereby granted to purchase insurance in excess of the amount [Limit of Liability] stated in this policy. Such excess insurance shall not be considered other insurance for the purposes of the "Other Insurance" clause.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABSOLUTE WIND, TORNADO, CYCLONE, HURRICANE, AND TROPICAL STORM EXCLUSION**

This endorsement modifies insurance provided under the following:

COMPLETED VALUE BUILDERS RISK POLICY

This policy does not insure against loss or damage caused directly or indirectly by wind, wind driven rain, wind driven debris, hail, tornado, cyclone, or a storm system that has been declared to be a tropical storm or a hurricane by the National Hurricane Center of the National Weather Service.

Such loss or damage is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss or damage. This exclusion applies whether or not the loss or event results in widespread damage or affects a substantial area.

All other terms and condition of the policy remain the same.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF MINIMUM EARNED PREMIUM**

This endorsement modifies insurance provided under the following:

### **COMPLETED VALUE BUILDERS RISK POLICY**

In consideration of the premium at which this policy is written, it is agreed that if this policy is cancelled by the premium finance company for non-payment of premium within the first 90 days after the effective date of the policy, a Minimum Earned Premium of 30% will apply. Thereafter, and for cancellation for any other reason, except cancellation by the Company, the Minimum Earned Premium will be 100%.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT TO DEDUCTIBLE CLAUSE**

This endorsement modifies insurance provided under the following:

EXCESS PHYSICAL DAMAGE COVERAGE FORM

### **DEDUCTIBLES:**

Any Deductibles shall apply in the same proportion that the amount of insurance shown in Item 8(a) of "The Schedule" under this contract bears to the whole amount of insurance in Item (a), [stated as "Total Limit of Liability for Primary Insurer(s)], whether valid or not, and whether collectible or not, applying to any part of the liability assumed under this contract, whether or not other insurance included a deductible.



# COMPLETED VALUE BUILDERS RISK POLICY

*Any word appearing in bold face capitalized type followed by an asterisk is a defined term.  
Please refer to SECTION D - DEFINITIONS*

## SECTION A – DECLARATIONS

### 1. A. NAMED INSURED(S):

#### B. ADDITIONAL INSURED(S):

To the extent required by any contract or subcontract for an **INSURED PROJECT\***, and then only as their respective interests may appear any individual(s) or entity(ies) specified in such contract or subcontract are recognized as Additional Insureds hereunder. As respects architects, engineers, manufacturers and suppliers, the foregoing is limited to their activities at the **INSURED PROJECT\*** only.

Additional Insureds as provided above, shall be as shown on ACORD Certificates of Insurance issued by \_\_\_\_\_, copies of which will be forwarded to this Company and kept on file.

#### **All hereinafter referred to as the Insured.**

The first Named Insured shall be deemed the sole and irrevocable agent of each and every Insured hereunder for the purpose of giving and receiving notices to / from the Company, giving instruction to or agreeing with the Company as respects Policy alteration and for making or receiving payments of premium or adjustments to premium.

### 2. LOSS PAYEE(S):

Loss Payees and Mortgagees, all as their respective interest may appear, shall be as shown on ACORD Certificates of Insurance issued by \_\_\_\_\_, copies of which will be forwarded to this Company and kept on file.

Loss, if any, shall be adjusted with and made payable to the Named Insured and designated Loss Payees & Mortgagees, or as per order of the Named Insured, whose receipt shall constitute a release in full of all liability under this Policy with respect to such loss.

### 3. TERM OF INSURANCE:

This Policy shall be effective on \_\_\_\_\_ and shall continue in full force and effect until the expiration date of \_\_\_\_\_, both at **12:01 A.M.** standard time at the location of the **INSURED PROJECT\***.

Such coverage will apply only for such periods commencing directly with work at the **INSURED PROJECT\*** and continuing in full force and effect until the earlier of the final acceptance by the owner, the expiration or cancellation date as herein provided or the expiry of the Named Insured's interest unless otherwise agreed by endorsement.

In the event that:

A. An owner places insurance on any portion of the work which has been declared and accepted as Substantially Complete; or

B. Any portion of the work is occupied or placed into **COMMERCIAL SERVICE\*** for its intended purpose;

coverage hereunder as respects such portion of the work shall cease as of the Substantial Completion Date as stated in the Certificate of Substantial Completion, the date of **OCCUPANCY\*** or the date of **COMMERCIAL SERVICE\***, whichever first occurs.

The term of insurance includes a **HOT TESTING PERIOD\*** not exceeding \_\_\_\_\_ consecutive days.

#### **EXTENSION OF TERM OF INSURANCE:**

The term of this Policy, the **HOT TESTING PERIOD\*** or both may be extended at the Named Insured's request made in writing to the Company prior to expiration of coverage and upon the Company's acceptance of same subject to rates, deductibles, limits, terms and conditions to be agreed upon.

#### **4. PARTICIPATION:**

This Policy covers for \_\_\_\_\_% interest in this insurance and the Company shall not be liable for more than \_\_\_\_\_% of the Limit(s), Sublimit(s) and / or Aggregate Limit(s) set forth in this Policy.

#### **5. LIMIT OF LIABILITY:**

##### **A. Limit of Liability:**

This Company shall not be liable for more than \$\_\_\_\_\_ in any one **OCCURRENCE\*** and subject always to the Sublimits and Aggregate Limits of Liability set forth below unless any of the foregoing are specifically amended by endorsement to this Policy.

##### **B. Sublimits of Liability:**

The Company shall not be liable for more than the following Sublimit(s) of Liability in any one **OCCURRENCE\***, except as respects Delay In Completion coverage – in the aggregate for the Policy term.

**(NOTE: coverage shall only apply for individual Sublimits when a dollar amount is entered below):**

- (1) \$ \_\_\_\_\_ Physical loss of or damage to insured property at the **INSURED PROJECT\***;
- (2) \$ \_\_\_\_\_ Delay In Completion – Loss of Income, Loss of Rents or Soft Costs / Additional Expenses  
**(Refer to Endorsement # 1 for further sublimits applicable hereunder);**
- (3) \$ \_\_\_\_\_ Physical loss of or damage to insured property in Transit - any one conveyance;
- (4) \$ \_\_\_\_\_ Physical loss of or damage to insured property in Offsite Storage - any one location;
- (5) \$ \_\_\_\_\_ Or **20%** of the physical loss of or damage to insured property whichever is less - Expediting Expense;
- (6) \$ \_\_\_\_\_ Physical loss of or damage to plans, blueprints, drawings, renderings, specifications or other contract documents and models at the **INSURED PROJECT\***;
- (7) \$ \_\_\_\_\_ Fire Brigade Charges / Extinguishing Expenses;
- (8) \$ \_\_\_\_\_ Or **25%** of the amount of insured physical loss of or damage to property insured, whichever is less - Debris Removal;
- (9) \$ \_\_\_\_\_ Ordinance or Law / Demolition or Increased Cost of Construction

**In no event shall these sublimits of liability increase the Limit or Aggregate Limits of liability**

**C. Annual Aggregate Limits of Liability:**

Notwithstanding **5A** and **5B** above, the maximum amount the Company will pay for loss or damage caused by, resulting from, contributed to, or aggravated by the following perils in any one **OCCURRENCE\***, and / or in the aggregate annually for loss or damage from all **OCCURRENCES\***, shall not exceed the following amounts unless otherwise limited by the Sublimits stated above.

(NOTE: coverage shall only apply for individual Aggregate Limits when a dollar amount is entered below):

- (1) \$ \_\_\_\_\_ by the peril of **EARTHQUAKE\***
- (2) \$ \_\_\_\_\_ by the peril of **FLOOD\***
- (3) \$ \_\_\_\_\_ by the peril of **NAMED STORMS\***
- (4) \$ \_\_\_\_\_ by the peril of **WINDSTORM\* (other than NAMED STORMS\*)**

**DEDUCTIBLES:**

From the amount of each claim for insured physical loss of or damage to property insured arising out of any one **OCCURRENCE\***, there shall be deducted the applicable amount shown below, and then the liability of the Company shall be only for the amount of such insured loss or damage in excess thereof, subject to the Limit, Sublimits or Aggregate Limits of Liability set forth above.

- A. \$ \_\_\_\_\_ physical loss of or damage to property insured ,except
- B. \$ \_\_\_\_\_ as respects water damage other than **FLOOD\***;
- C. \_\_\_\_\_ % of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$ \_\_\_\_\_ as respects the peril of **FLOOD\***;
- D. \_\_\_\_\_ % of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$ \_\_\_\_\_ as respects the peril of **EARTHQUAKE\***;
- E. \_\_\_\_\_ % of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$ \_\_\_\_\_ as respects the peril of **NAMED WINDSTORM\***;
- F. \_\_\_\_\_ % of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$ \_\_\_\_\_ as respects the peril of **WINDSTORM\***;
- G. \$ \_\_\_\_\_ to property insured while undergoing **HOT TESTING\***;

As respects **C., D., E.** and **F.** above, when a percentage (%) is entered absent a corresponding minimum dollar amount, the percentage shall be applied without minimum. When a dollar amount is entered absent a corresponding percentage (%), the word minimum is deleted.

In the event that more than one deductible shown above or specified in any endorsement issued hereunder shall apply to insured physical loss of or damage to property insured in any one **OCCURRENCE\***, only the largest shall be applied. As respects Delay In Completion coverage, if applicable hereunder, the **DEDUCTIBLE PERIOD\*** stated in the Delay In Completion Endorsement attached hereto will always be applied in addition to any dollar deductible stated for physical damage.

**6. ESTIMATED TOTAL CONTRACT VALUE\* OF INSURED PROJECT\* AT POLICY INCEPTION:**

This Policy is issued and premium is calculated based on the estimated **TOTAL CONTRACT VALUE\*** of the **INSURED PROJECT\*** declared to the Company by the Named Insured at Policy inception as follows:

\$ \_\_\_\_\_ estimated construction contract price of the **INSURED PROJECT\*** including all wages, fees, expenses, overhead, materials, supplies, machinery and equipment;

\$ \_\_\_\_\_ existing property at the site of the **INSURED PROJECT\***;

\$ \_\_\_\_\_ materials, supplies, machinery and equipment supplied by the owner or others but not included in the estimated construction contract price above;

\$ \_\_\_\_\_ Delay In Completion – Rental Income, Gross Earnings and / or Soft Costs & Additional Expenses

\$ \_\_\_\_\_ estimated **TOTAL CONTRACT VALUE\***

**7. DEPOSIT PREMIUM / REPORTING / ADJUSTMENT:**

**A. Deposit Premium:**

The deposit premium for this Policy is \$\_\_\_\_\_ and shall be subject to a minimum and earned premium for the Policy term of \_\_\_\_\_. Upon extension, expiration or cancellation of this Policy, the earned premium shall be adjusted in accordance with the provisions as outlined in **7.C.** below.

**B. Reporting Provisions:**

At the time of expiration, cancellation, or any extension of this Policy, the Named Insured shall report to the Company the final, actual or revised estimated **TOTAL CONTRACT VALUE\*** of the **INSURED PROJECT\*** as of the date of expiration, cancellation or extension respectively.

**C. Premium Adjustment:**

- (1) The final earned premium for this Policy shall be calculated by applying the rates used for the purpose of computing the deposit premium to the actual term of coverage and the **TOTAL CONTRACT VALUE\*** as reported in accordance with **7.B.** above.
- (2) If the premium so calculated shall differ from the deposit premium stated in **7.A.** above, such difference shall be due and payable to the Named Insured or the Company, as the case may be, subject to any minimum earned premium as stated in **7.A.** above.
- (3) The rates used for the purpose of calculating the deposit premium and the final earned premium, unless otherwise endorsed hereto, are:

Exposure	Original Policy Term	Annual Rate	Deposit Premium
Installation / Construction	months	/ \$100	\$
Delay In Completion		/ \$100	\$
Terrorism		/ \$100	\$
<b>HOT TESTING*</b>	months*	<b>Monthly Rate / \$100</b>	\$
<b>Total Deposit Premium</b>			<b>\$</b>

\*As used above, the term "month\*" shall mean any period of (30) thirty consecutive days, including all idle periods, from the commencement of **HOT TESTING\***

**8. TERRITORY:**

This Policy covers property while located at the location of the **INSURED PROJECT\*** as stated in Paragraph 9 below and while in transit within and / or offsite storage within the fifty (50) states comprising the United States of America and within the District of Columbia including their territorial coastal waters, unless otherwise endorsed to the Policy.

**9. LOCATION OF INSURED PROJECT\* (number, street, city, state and zip code or other geophysical description):**

**10. DESCRIPTION OF INSURED PROJECT\* (Including project name and / or contract number as applicable):**

## SECTION B – COVERAGE AND EXCLUSIONS

### 1. INSURING AGREEMENT:

This Policy, subject to the terms, exclusions, limitations and conditions contained herein or endorsed hereto, insures against all risks of direct physical loss of or damage to property insured while at the location of the **INSURED PROJECT\***, while in offsite storage or while in transit, all within the Policy territory and occurring during the term of this Policy.

### 2. PROPERTY INSURED:

- A. Permanent Works - All materials, supplies, equipment, machinery, and other property of a similar nature, being property of the Insured or of others for which the Insured may be contractually responsible, the value of which has been included in the estimated **TOTAL CONTRACT VALUE\*** of the **INSURED PROJECT\*** declared by the Named Insured, all when used or to be used in or incidental to the demolition of existing structures, site preparation, fabrication or assembly, installation or erection, alteration, renovation or construction of the **INSURED PROJECT\***.
- B. Temporary works - All scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings all incidental to the project, the value of which has been included in the estimated **TOTAL CONTRACT VALUE\*** of the **INSURED PROJECT\*** declared by the Named Insured.

### 3. PROPERTY EXCLUDED:

This policy does not insure:

- A. Land and land values and the value of cut, fill and backfill materials which existed at the project site prior to project commencement; however, to the extent included in the estimated **TOTAL CONTRACT VALUE\*** declared for premium purposes, the value of fill and backfill materials purchased for use in the completion of the project is not excluded. Notwithstanding the foregoing, labor and material charges incurred to move, remove, place or otherwise handle cut, fill and backfill materials, whether insured or uninsured in the foregoing, are covered to the extent such charges are included in the estimated **TOTAL CONTRACT VALUE\*** declared for premium purposes;
- B. Contractor's tools, machinery, plant and equipment including spare parts and accessories, whether owned, loaned, borrowed, hired or leased, and property of a similar nature not destined to become a permanent part of the **INSURED PROJECT\*** unless the value for same is declared, endorsed to this Policy and additional premium is paid thereon at rates and terms to be agreed;
- C. Vehicles or equipment licensed for highway use, rolling stock, aircraft or watercraft;
- D. Water, standing timber, growing crops and animals;
- E. Accounts, bills, currency, stamps, deeds, evidence of debt, checks, money, securities, precious metals, precious stones or other property of a similar nature;
- F. Existing property at the location of the **INSURED PROJECT\*** unless declared to the Company in advance and specifically endorsed to the Policy;
- G. Prototype, developmental or used machinery and equipment but only as to damage while undergoing any form of testing, commissioning or startup unless specifically endorsed to the Policy;
- H. Any property located at a site which stores, processes, handles or makes use of radioactive materials unless accepted by the Company. The foregoing shall not apply to locations or property making use of radioactive isotopes contained within equipment used for diagnostic or testing purposes.
- I. Transmission and distribution lines upon energization at the completion of testing;

### 4. PERILS EXCLUDED:

This Policy shall not pay for loss or damage caused by, resulting from, contributed to or made worse by any of the following excluded perils, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured by this Policy, unless excepted below:

- A. Consequential loss, damage or expense of any kind or description including but not limited to loss of market or delay, liquidated damages, performance penalties, penalties for non-completion, delay in completion, or non compliance with contract conditions, however the foregoing shall not exclude Delay In Completion Coverage when it is endorsed to this Policy;

#### B. **COST OF MAKING GOOD\***

- (1) Faulty or defective workmanship, supplies or material;

- (2) Fault, defect, error, deficiency or omission in design, plan or specification;
- (3) Wear and tear, gradual deterioration, inherent vice, latent defect, corrosion, rust, dampness or dryness of the atmosphere;

Unless direct physical loss or damage by an insured peril ensues and then this Policy will cover for such ensuing loss or damage only.

For the purpose of this Policy and not merely this exclusion, property, or any portion thereof, shall not be regarded as damaged solely by virtue of the existence of any condition stated under (1), (2) or (3) above.

- C. (1) Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack by (a) any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval, air forces, or (b) military, naval, or air forces, or (c) an agent of any such government, power, authority, or forces, it being understood that any discharge, explosion, or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority, forces or agents of any of the foregoing;
- (2) Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such occurrence;
- (3) Seizure, confiscation, customs action, quarantine or destruction of property by order of governmental or public authority. However, if fire is covered by this Policy, the Company will pay for acts of destruction taken at the time of a fire to prevent its spread;
- (4) Actual or attempted hijacking, unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s) made by any person or persons.
- D. Nuclear reaction, nuclear radiation or radioactive contamination however such may have been caused; nevertheless if a fire arises directly or indirectly from any of the foregoing, any loss or damage arising directly from that fire shall (subject to the provisions of this Policy) be covered, excluding however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire;

**E. NUCLEAR, CHEMICAL AND BIOLOGICAL TERRORISM ABSOLUTE EXCLUSION**

Regardless of the amount of loss or damage and whether or not TRIA or non certified terrorism coverage is provided in the Policy the following exclusions are absolute as to any incident of terrorism:

- (1) That involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (2) That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (3) In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

- F. Disappearance or when revealed by inventory shortage alone;

- G. Criminal, Fraudulent, Dishonest or Illegal Acts- The Company does not pay for loss caused by or resulting from criminal fraudulent, dishonest or illegal acts committed alone or in collusion with another by:

- (1) named insured;
- (2) others who have an interest in the property;
- (3) others to whom the named insured entrusts the property;
- (4) the named insured's partners, officers, directors, trustee, joint ventures, or the named insured's members or manager if the named insureds are a limited liability company; or
- (5) the employees or agents of (1), (2), (3), or (4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by the Named Insured's employees, but the company does not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- H. Loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any government agency, court or other authority arising from any cause whatsoever beyond the demolition of any damaged portion of the project no longer useful for its intended purpose;



I. Any form of fungus, however caused, including but not limited to wet rot or dry rot to yeast, mold, mildew, smut, mushrooms, spores or any substance, product or byproduct produced by, released by or arising as a consequence of the past or current existence of fungus. Any expense to remediate the presence or effects of any of the foregoing shall also be excluded.

J. Loss, Cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress, or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

A. any contamination by any virus, bacterium, or other microorganism; or

B. any denial of access to property because of any virus, bacterium, or other microorganisms.

K. Actual, alleged or threatened release, discharge, escape or dispersal of **CONTAMINANTS OR POLLUTANTS\***, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured by this Policy;

Nevertheless, if fire is not excluded from this Policy and a fire arises directly or indirectly from actual release, discharge, escape or dispersal of **CONTAMINANTS OR POLLUTANTS\***, any loss or damage insured under this Policy arising directly from that fire is insured, subject to the provisions of this Policy;

L. (1) Asbestos, dioxin or polychlorinated biphenols (hereinafter all referred to as "Materials") removal;

(2) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating Materials;

(3) Any governmental order or direction declaring that Materials which are present in or part of or utilized on any portion of the **INSURED PROJECT\*** must be removed or modified;

The coverage afforded does not apply to payment for the investigation or defense of any loss, damage, cost, loss of use, fine or penalty or for any, claim or suit related to any of the above.

M. Loss or damage covered under any written or implied guarantee or warranty by any manufacturer or supplier, but only to the extent of recovery from such written or implied guarantee or warranty;

N. Normal subsidence, settling, cracking, expansion, contraction or shrinkage of walls, floors, ceilings, buildings, foundations, patios, walkways, driveways or pavements;

O. Cessation of work, whether total or partial. Cessation of work as used herein shall not mean any period of time during which operations would not normally have been conducted such as Saturdays, Sundays or holidays, nor shall it mean seasonal inactivity planned in advance, schedule delays due to weather, labor actions beyond the Insured's control or suspension of project activity which has been occasioned by loss or damage covered under this Policy provided the **INSURED PROJECT\*** is maintained and protected against loss during such inactivity.

P. Infestation, disease, freeze, drought, hail, weight of ice or snow or any damage caused by insects, vermin, rodents or animals as respects to **SECTION B – COVERAGE AND EXCLUSIONS**, Item 5. **EXTENSION OF COVERAGE** Paragraph D. - **TREES, PLANTS, SHRUBS AND LANDSCAPING**.

Q. Erosion of graded or planted finish or rough grades which results from normally expected or predictable precipitation and surface water runoff.

R. As respects to **SECTION B – COVERAGE AND EXCLUSIONS**, Item 5. **EXTENSION OF COVERAGE**, Paragraph E. - **PLANS, BLUEPRINTS, DRAWINGS, ETC.**, electrical or magnetic injury to or errors and omissions in creating, processing or copying electronic records, however caused;

S. (1) Any functioning or malfunctioning of the internet, an intranet, private network or similar facility,

(2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,

(3) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

T. (1) Failure of any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not and whether occurring before, during or after the year 2000 that results from the inability to:

(a) Correctly recognize any date as its true calendar date:

- (b) Capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; date/or
- (c) Capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or any date.

(2) Repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

(3) Failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (1) above.

U. Water damage to property stored in the open.

V. Loss arising from, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building(s) or structure(s) unless the exterior of such building(s) or structure(s) including but not limited to the roof and outside walls, is complete and then only if said exterior of the building(s) or structure(s) first sustains damage by a covered peril to its roof or walls through which the rain, show, sleet or ice enters.

Exclusions **K., L.(1), T. and U.** shall **not** exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself directly results from fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, falling objects, earthquake, volcano, tsunami, freeze, weight of snow, **WINDSTORM\***, hail, vandalism or malicious mischief or leakage or accidental discharge from automatic **FIRE PROTECTION SYSTEMS\***.

## **5. EXTENSIONS OF COVERAGE:**

### **A. TRANSIT:**

Subject to the sublimit entered in **5.B.(3)** of the Declarations, coverage applies with respect to property insured from the commencement of loading at the original point of shipment within the Policy territory until completion of unloading at the location of the **INSURED PROJECT\***, including shipments on inland or coastal waters but excluding ocean marine shipments. To the extent others are responsible for loss of or damage to property insured while in transit under terms F.O.B. to a designated location or recipient, coverage will apply excess thereof and shall not contribute thereto.

The Insured agrees to keep records of all shipments insured hereunder and make them available to the Company upon request.

This coverage shall be void if the Insured enters into any special agreement with carriers, releasing them from their common law or statutory liability or agreeing that this insurance shall in any way inure to the benefit of such carriers, however, the Insured may, without prejudice to this coverage, accept such bills of lading, receipts, or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of property insured.

### **B. OFFSITE STORAGE:**

Subject to the sublimit entered in **5.B.(4)** of the Declarations, coverage applies with respect to property insured while in temporary offsite storage within the policy territory but excluding such property while in the course of manufacturing or processing at a manufacturer's or supplier's site or while in transit. To the extent others are responsible for loss of or damage to property insured while in temporary offsite storage, coverage will apply excess thereof and shall not contribute thereto.

### **C. EXPEDITING EXPENSE**

Subject to the sublimit entered in **5.B.(5)** of the Declarations, this policy shall pay reasonable wages for overtime, night work, and work on public holidays and costs of express freight or other rapid means of transportation which are necessary to make temporary repairs, to expedite the permanent repair, or to replace the property insured when damaged by an peril insured, but only to the extent such is necessary to continue as nearly as practicable the normal operation of the work in progress.

### **D. TREES, SHRUBS, PLANTINGS AND LANDSCAPING:**

This policy is extended to cover direct physical loss of or damage to trees, plants, shrubs and landscaping materials which are located at the **INSURED PROJECT\***, the value of which have been declared by the Named Insured in the estimated **TOTAL CONTRACT VALUE\*** reported to the Company, however, liability for such shall not exceed **\$ 1,000** any one item;

### **E. PLANS, BLUEPRINTS, DRAWINGS, ETC:**

Subject to the sublimit entered in **5.B.(6)** of the Declarations, this policy is extended to cover direct physical loss of or damage to plans, blueprints, drawings, renderings, specifications or other contract documents and models while at the **INSURED PROJECT\***.

**F. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES:**

Subject to the sublimit entered in **5.B.(7)** of the Declarations, when property insured is destroyed or damaged by a peril insured, this Policy shall cover:

- (1) fire brigade charges and other extinguishing expenses for which the Insured may be assessed;
- (2) loss of fire extinguishing materials expended in fighting fire;

**G. DEBRIS REMOVAL:**

Subject to the sublimit entered in **5.B.(8)** of the Declarations, in the event of direct physical loss or damage insured against, the Company will pay the following necessary and reasonable costs:

- (1) costs to remove debris being an insured part of the property from the **INSURED PROJECT\***; and/or
- (2) cost of cleanup, at the **INSURED PROJECT\***, made necessary as a result of such direct physical loss or damage.

The Company will not pay the cost to extract **CONTAMINANTS OR POLLUTANTS\*** from land, water and / or debris, or to remove, restore, or replace contaminated or polluted land or water. Nor will the Company remove or transport any property or debris to a site for storage or decontamination required because the property or debris is affected by **CONTAMINANTS OR POLLUTANTS\***, whether or not such removal, transport or decontamination is required by law, ordinance or regulation.

It is a condition precedent to recovery under this extension that the Company shall have paid, or agreed to pay, for direct physical loss or damage to the property insured, unless such payment is precluded solely by the operation of any deductible, and that the Insured shall give written notice to the Company of intent to claim for cost of debris removal or cost to cleanup not later than **180 days** after the date of such physical loss or damage.

**H. ORDINANCE OR LAW / DEMOLITION AND INCREASED COST OF CONSTRUCTION:**

If a sublimit is entered in item **5.B.(9)** of the declarations, in the event of insured loss or damage under this policy that causes the enforcement of any law or ordinance in effect at the time of the loss that regulates the repair, rebuilding or re-construction of the damaged portions of the **INSURED PROJECT\***, then to the extent required by such enforcement of any law or ordinance, the Company shall be liable for:

- (1) Cost of demolishing undamaged parts of the **INSURED PROJECT\*** as required, including cost of clearing the site.
- (2) Increased cost of repair, rebuilding or re-construction of the damaged and undamaged portions of the **INSURED PROJECT\*** on the same premises for the same use but not exceeding like height, floor area, style, material and limited to the minimum requirements of the law or ordinance.
- (3) If provided by this Policy, the increase in the Delay In Completion coverage loss arising out of the additional time required to comply with the requirements of said law or ordinance. Such additional time will not exceed **thirty (30)** consecutive days.

With respect to coverage provided by Paragraph (2) above, the Company shall not be liable for any loss, unless and until the damaged or destroyed building(s) or structure(s) is actually rebuilt replaced on the same premises with due diligence and dispatch and in no event, unless repair or replacement is completed within two (2) years after the destruction or damage or within such further time as the Company may allow, in writing, during the two (2) years.

The following costs are not payable hereunder:

- (1) Cost of demolition or increased cost of repair or reconstruction, debris removal, or other consequential loss caused by the enforcement of any law or ordinance regulating asbestos material or **CONTAMINANTS OR POLLUTANTS\***;
- (2) Cost of any governmental direction or request declaring that asbestos material present in, part of or utilized on any undamaged portion of insured property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.
- (3) Cost of compliance with the enforcement of any law or ordinance which an insured would have otherwise incurred by nature of such law or ordinance in the absence of any loss or damage covered by this policy.

- (4) When Damage To Existing Property coverage is afforded in this policy, the cost of compliance with any law or ordinance as respects the repair, rebuilding or re-construction of such property.

**I. HOT TESTING\*:**

When a premium and rate are shown for **HOT TESTING\*** in Paragraph **7.C.(3)** of the Declarations and a **TESTING PERIOD\*** has been identified in Paragraph **3** of the Declarations, this Policy is extended to cover direct physical loss of or damage to the property insured which is caused by or results from **HOT TESTING\***. No coverage is provided under this extension for:

- (1) Loss or damage to catalysts;
- (2) Loss or damage to refractory linings and brickwork from time of first application of heat unless such loss or damage directly results from insured loss or damage to other property insured;

The Insured warrants that supervisory and safety systems shall not be deliberately or knowingly circumvented during the conduct of **HOT TESTING\***. It is further warranted that all instrumentation and protection will be installed and activated prior to the conduct of any **HOT TESTING\***. These warranties shall not apply when it is standard accepted industry practice and / or manufacturer's specification that such circumvention is necessary for the conduct of individual activities within the conduct of **HOT TESTING\*** provided that such circumvention does not extend beyond said individual activities.

## SECTION C – GENERAL CONDITIONS

### 1. **OBSERVANCE OF CONDITIONS:**

The due observance and fulfillment of the terms and conditions of this Policy by the Named Insured, insofar as they relate to anything to be done or complied with by them, shall be a condition precedent to any liability of the Company to make payment for loss under this Policy.

### 2. **INCREASED HAZARD:**

If the circumstances in which this insurance was entered into shall be altered or if the risk shall be materially increased, the Named Insured shall give notice in writing to the Company within **thirty (30)** days of the Named Insured's knowledge of the same.

### 3. **MISREPRESENTATION & FRAUD:**

This Policy shall be void if the Named Insured has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof, or in case of any fraud, attempted fraud or false swearing by the Named Insured touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

### 4. **ERRORS & OMISSIONS:**

With the exception that the Named Insured is required to request extension of this Policy in writing prior to expiration of coverage, no unintentional errors or omissions in any information relative to this insurance or required to be reported to the Company in compliance with the requirements of this Policy will prejudice the Named Insured's right of recovery, but will be reported to the Company within **thirty (30)** days of the Named Insured's discovery of the same.

### 5. **INSPECTION & AUDIT:**

The Company can inspect the property insured at any reasonable time. However, neither the Company's inspection nor any report thereof can serve as any representation that the property insured or operations are safe or healthful, or that they comply with any law, rule or regulation.

During the Policy period and within one year after the final termination of the policy, the Company may examine and audit the Named Insured's books and records at any reasonable time, as long as such relates to the subject matter of this Policy.

### 6. **EXAMINATION UNDER OATH:**

The Named Insured shall submit and shall cause all other persons to submit, so far as is within their power, to examination under oath by any persons named by the Company relative to any and all matters in connection with a claim and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the Company or its representatives and shall permit extracts and copies thereof to be made.

### 7. **ENTRY, CONTROL, ABANDONMENT:**

After loss or damage to property insured, the Company shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage and, after the Insured has secured the property, a further right of access and entry sufficient to enable them to make an appraisal or estimate of the loss or damage, but the Company shall not be entitled to the control or possession of the property, and without the consent of the Company there can be no abandonment of the property insured.

### 8. **CLAIM AGAINST TRANSIT CARRIER AND/OR BAILEE:**

No claim for loss or damage during transit shall be payable hereunder until the Named Insured has filed a claim with and made reasonable efforts to secure payment from the transporting carrier and the carrier has denied liability.

### 9. **BENEFIT TO BAILEE:**

This Policy will not inure, directly or indirectly, to the benefit of any carrier or bailee.

### 10. **PROTECTION OF PROPERTY:**

The Named Insured will take reasonable steps to protect, recover or save the property insured and minimize any further or potential loss or damage when:

- A. The property insured has sustained direct physical loss or damage by an insured peril; or
- B. The property insured is in imminent danger of sustaining direct physical loss or damage from:

- (1) **NAMED WINDSTORM\***, but only when the potential for the same to occur and to affect property insured has been forecasted by the National Weather Service;
- (2) **FLOOD\***, but only when the potential for the same to occur and to affect property insured has been forecasted by the National Weather Service or the U.S. Army Corps of Engineers;
- (3) Fire

The acts of the Named Insured or the Company in protecting, recovering or saving the property insured will not be considered a waiver or an acceptance of abandonment. The Named Insured and the Company will bear the expense incurred proportionate to their respective interests.

The foregoing shall not serve to increase the Limit of Liability stated in the Declarations and shall be subject to the deductible provisions of the policy.

## **11. IN CASE OF LOSS:**

### **A. Notice of Loss:**

The Named Insured will report in writing to the Company every loss **OCCURRENCE\*** which may give rise to a claim under this Policy as soon as practicable but not later than **thirty (30)** days after it becomes known to the Named Insured.

### **B. Proof of Loss:**

The Named Insured will file with the Company a signed and sworn detailed proof of loss as soon as practicable, but not later than **sixty (60)** days following the Company's request.

### **C. Records:**

The Named Insured must produce records, including tax returns, cancelled checks relating to value, loss and expense and permit copies and extracts to be made of them as often as The Company requests.

### **D. Payment of Loss:**

All adjusted claims, including partial payments thereon, will be due and payable no later than **(60) sixty** days after presentation and acceptance of proof of loss or partial proof of loss, as the case may be, by this Company or its appointed representative.

### **E. Volunteer Payments:**

The Named Insured must not, except as Named Insured's own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.

## **12. PARTIAL LOSS:**

The Company hereby grants permission to repair partial damage to the property insured which can be conveniently and advantageously undertaken to protect property insured from further damage. The Company will reimburse the Insured who has suffered the loss for the actual cost of such repairs, subject always to the terms and conditions of this Policy. Nothing in this clause shall be deemed to have waived the requirement that notice of loss be given to the Company as provided in the Policy.

## **13. SUBROGATION:**

If the Company pays a claim under this Policy, it will be subrogated to the extent of such payment, to all the Insured's rights of recovery from other persons, organizations and entities. The Insured will execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

The Company will have no rights of subrogation against:

- A. Any person or entity, which is a Named Insured or an Additional Insured;
- B. Any other person or entity, which the Insured has waived its rights of subrogation against in writing before the time of loss;

Notwithstanding the foregoing, it is a condition of this Policy that the Company shall be subrogated to all the Insured's rights of recovery against:

- A. any Architect or Engineer, whether named as an Insured or not, for any loss or damage arising out of the performance of professional services in their capacity as such and caused by any error, omission, deficiency or act of the Architect or Engineer, by any person employed by them or by any others for whose acts they are legally liable, and

- B. any manufacturer or supplier of machinery, equipment or other property, whether named as an Insured or not, for the cost of making good any loss or damage which said party has agreed to make good under a guarantee or warranty, whether expressed or implied.

The Insured will act in concert with the Company and all other interest concerned in the exercise of such rights of recovery. The Insured will do nothing after a loss to prejudice such rights of subrogation.

If any amount is recovered as from such proceedings, the net amount recovered, after deducting the costs of recovery, will accrue first to the Company up to the amount of loss paid. Any excess of this amount will be remitted to the Insured. If there is no recovery, the interests instituting the proceedings will bear the expense of the proceedings proportionately.

**14. CONTRIBUTING INSURANCE:**

Permission is granted for other policies written upon the same terms, exclusions, limitations and conditions as those contained herein. This Policy will contribute to the total of each loss otherwise payable herein to the extent of the participation of this Policy in the total limit of liability as provided by all policies written upon the same terms, exclusions, limitations and conditions as those contained in this Policy.

**15. EXCESS INSURANCE:**

Permission is granted the Insured to have excess insurance over the limit of liability set forth herein without prejudice to this Policy. The existence of such insurance, if any, shall not reduce any liability under this Policy.

**16. OTHER INSURANCE:**

Except as stated in Contributing Insurance and Excess Insurance above, if there is other collectible insurance, this Policy will cover as excess insurance and will not contribute with such other insurance.

**17. UNDERLYING INSURANCE:**

Permission is given the Insured to purchase insurance on all or any part of the deductible(s) or perils herein. The existence of such insurance shall not prejudice or affect any recovery otherwise payable under this Policy.

**18. REINSTATEMENT:**

With the exception of loss or damage caused by perils which are subject to aggregate limits, any loss hereunder will not reduce the amount of this policy.

**19. RECOVERY OR SALVAGE:**

Any recovery or salvage excluding proceeds from subrogation and other insurance recovered or received after a loss settlement under this Policy or any recovery from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Company will apply as if recovered or received prior to the loss settlement and the loss will be readjusted accordingly.

**20. BRANDS & TRADEMARKS:**

In case of insured loss or damage to property insured bearing a brand, trademark or label, the Company may take all or any part of the property at any agreed or appraised value. If so, the Insured may at their own expense stamp salvage on the property or its container, if the stamp will not physically damage the property or remove the brand, trademark or label, if doing so will not physically damage the property. The Insured must re-label the property or its container to comply with the law.

**21. PAIR & SET:**

- A. In the event of loss of or damage to property insured which is part of a pair or set, the measure of loss of or damage to such property will be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the lost or damaged property insured to the pair or set, but in no event will such loss or damage be construed to mean total loss of the pair or set; or
- B. In the event of loss of or damage to any part of property insured consisting, when complete for use, of several parts, the Company will only be liable for the value of the part lost or damaged.

**22. APPRAISAL:**

If the Insured and the Company fail to agree as to the value of the property or the amount of loss, either may make written demand for an appraisal. In this event, each party will choose a competent and impartial appraiser within **twenty (20)** days after receiving a written request from the other. The appraisers will then select an umpire. If they can not agree upon an umpire within **fifteen (15)** days, either may request the selection by a judge of a court having jurisdiction. The appraisers will then appraise the loss, stating separately the value of the property and the amount of loss to each item, and failing to agree, will submit their differences to the umpire. A decision in writing, so itemized, of any two will be

binding. Each party will pay its chosen appraiser and bear the other expense of the appraisal and umpire equally. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

### **23. SUIT AGAINST THE COMPANY:**

No one may bring a legal action against the company under this coverage unless:

- A. all of the "terms" of this coverage have been complied with; and
- B. the suit has been brought within two years after the named insured first has knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

### **24. VALUATION:**

Subject to the applicable Limit, Sublimit or Aggregate Limit of liability as the case may be, the basis of adjustment of a claim at the time of loss, unless otherwise endorsed herein, shall be as follows:

- A. **Property Under Construction** – The cost to repair or replace the lost or damaged property, valued as of the time and place of loss, with material of like kind and quality, less betterment, including contractor's reasonable profit and overhead in the same proportion as that included in the original contract documents. If not so replaced, loss shall be settled on an Actual Cash Value basis with proper deduction for depreciation and exclusive of overhead and profit.
- B. **Temporary Works** – The actual cash value of the lost or damaged property valued as of the time and place of loss.
- C. **Property Of Others** (including items supplied by the owner or for which the Insured is legally responsible) The cost to repair or replace the property lost or damaged with material of like kind and quality including contractor's charges incurred prior to loss and related to such property, if any, less betterment, or the property owner's cost, whichever is less.
- D. **Plans, Blueprints, Drawings, Renderings, Specifications Or Other Contract Documents And Models** – The cost to reproduce with property of like kind and quality including the cost of gathering or assembling information from back up data if replaced. If not replaced - the value of blank material.
- E. **Trees, Shrubs, Plantings And Landscaping** - The cost to replace with property of like kind, quality and size plus the proper proportion of labor expended if such damage occurs after installation.
- F. **Property In Transit** – The invoice cost plus accrued shipping charges less shipper's liability, if any.

### **25. CANCELLATION:**

- A. This Policy may be canceled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This Policy may be canceled by the Company by mailing to the Named Insured, at the address shown in this Policy or last known address, written notice stating when, not less than **sixty (60)** days thereafter such cancellation shall be effective, except in the event of the Named Insured's non-payment of any premium due, said notice shall be **ten (10)** days. The mailing of notice as aforementioned shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.
- B. In the event of cancellation, premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Insured.
- C. If the Named Insured cancels, earned premium will be computed in accordance with Paragraph 7 of the Declarations plus **ten percent (10%)** short rate penalty. If the Company cancels, earned premium will be computed in accordance with Paragraph 7 of the Declarations. Any premium so computed shall always be subject to any Minimum Premium or Minimum Earned Premium set forth in Paragraph 7 of the Declarations.

### **26. BANKRUPTCY OR INSOLVENCY:**

Bankruptcy or insolvency of any Insured will not relieve the Company of any obligations under this Policy.

### **27. ASSIGNMENT:**

Except in the event of an authorized assignment under the Bankruptcy Act or a change of title by succession, operation of law or death, the Named Insured will not to transfer any legal rights or interests in this Policy without the Company's written consent.



**28. STATUTES:**

If any Article(s) herein stated conflict with the laws or statutes of any jurisdiction within which this Policy applies, such Article(s) are hereby amended to conform to said laws or statutes.

**29. TITLES OF PARAGRAPHS:**

The several titles of the various paragraphs of this Policy and any endorsements attached to this Policy are inserted for reference and shall not be deemed in any way to affect the provisions to which they relate.

**30. CONFLICT OF WORDING:**

The conditions contained in this policy form shall supersede those of the printed conditions to which this form is attached, wherever the same may conflict.

## SECTION D - DEFINITIONS

Wherever in this Policy a word or words appear in capitalized bold face type followed by an asterisk, the following definitions will be applied in the interpretation of such wording

1. **COMMERCIAL SERVICE:**

See **OCCUPANCY\*** below.

2. **CONTAMINANTS OR POLLUTANTS:**

Any pathogenic or poisonous biological or chemical material or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

3. **COST OF MAKING GOOD:**

The costs which would have been incurred to rectify any:

- A. Faulty or defective workmanship, supplies or material;
- B. Fault, defect, error, deficiency or omission in design, survey, plan or specification;
- C. Wear and tear, gradual deterioration, inherent vice, latent defect, corrosion, rust, dampness or dryness of the atmosphere;

had such rectification been effected immediately prior to the manifestation of loss or damage.

4. **EARTHQUAKE:**

All land movement due to seismic activity, including but not limited to shocks, tremors, volcanic action, earth rising or shifting, landslide, subsidence, sinkhole, rockfall and tsunami.

5. **FIRE PROTECTION SYSTEMS:**

Tanks, water mains, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but excluding:

- A. branch piping from a joint system where such branches are used entirely for purposes other than fire protection.
- B. any underground water mains or appurtenances located outside of the described premises and forming part of the public water distributing system.
- C. any pond or reservoir in which the water is impounded by a dam.

6. **FLOOD:**

Except as included under **EARTHQUAKE\*** and **WINDSTORM\***, **FLOOD\*** shall mean:

- A. A general and temporary condition of complete inundation of normally dry land areas, including dewatered areas, from:
  - (1) The overflow of inland or tidal waters;
  - (2) The unusual and rapid accumulation or runoff of surface waters;
  - (3) Mudslides (i.e. mudflows) which are caused by flooding as defined in subparagraph **A.(2)** above and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current;
- B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in flooding as defined in **A.(1)** above.

7. **INSURED PROJECT:**

Work which the Insured is contractually obligated to perform in accordance with the contract documents being more fully described and located as set forth in the Declarations.

**8. NAMED WINDSTORM:**

**NAMED WINDSTORM\*** is a storm system with sustained wind speed of 39 miles per hour or greater that has been assigned a name by the National weather Service.

**9. OCCUPANCY:**

**OCCUPANCY\*** or **COMMERCIAL SERVICE\*** shall be deemed to have occurred when the **INSURED PROJECT\*** or any portion thereof has been put to its intended use but only as respects such portion or portions put to use. The orientation or training of building management staff, the training of plant engineering and maintenance personnel, the establishment of a sales or rental office and completion of tenant fit out work shall not be considered **OCCUPANCY\*** or **COMMERCIAL SERVICE\*** on their own.

**10. OCCURRENCE:**

With the exception of strikes, riots, civil commotion and vandalism or **EARTHQUAKE\***, **FLOOD\*** and **WINDSTORM\*** (including **NAMED WINDSTORM\***), **OCCURRENCE\*** means any one loss, disaster, casualty, accident, incident, or a series of one or more of the foregoing arising out of a single event or originating cause during the Policy term and including all resultant or concomitant losses wherever located.

In respect of strikes, riots, civil commotion and vandalism or **EARTHQUAKE\***, **OCCURRENCE\*** shall mean all loss or damage arising during a continuous period of **seventy-two (72)** hours during the Policy term. The Insured may elect the moment when the **seventy-two (72)** hour period begins, but no two such periods shall overlap.

In respect of **WINDSTORM\*** (including **NAMED WINDSTORM\***) **OCCURRENCE\*** begins at the time a storm watch or warning is issued by the National Weather Service for any part of the state where the damaged property is located, and ends 72 hours after termination of the last storm warning or watch issued for any part of the state where the damaged property is located.

In respect of **FLOOD\***, **OCCURRENCE\*** shall mean all losses arising during the Policy term from a continuous condition as defined in the definition of **FLOOD\*** under paragraph **6** above.

The company shall not be liable for any such loss occurring before the effective date and time or occurring after the expiration date and time of this Policy; however, the Company will be liable for any loss occurring for a period of up to seventy-two consecutive hours after the expiration of this policy provided that the occurrence takes place prior to the date and time of the expiration of this policy.

**11. TESTING:**

- A. HOT TESTING\*** - Any startup, commissioning or other forms of **TESTING\*** making use of any feedstock, catalyst or similar media including operational or performance tests.
- B. COLD TESTING\*** - Any **TESTING\***, exclusive of **HOT TESTING\*** as defined above including but not limited to electrical, mechanical, hydraulic, hydrostatic and pneumatic.
- C.** For the purposes of the foregoing definitions, startup and testing of building systems shall be considered **COLD TESTING\***.

**12. TESTING PERIOD:**

As respects **HOT TESTING\***, **TESTING PERIOD\*** shall mean that period beginning with the introduction into the insured property of feedstock, catalyst or similar media for processing and handling or the commencement of supply to a system and continuously thereafter whether or not such **HOT TESTING\***, commissioning or startup is continuous or intermittent and terminating on the expiry of the period of time as provided in Paragraph **3** of the Declarations.

**13. TOTAL CONTRACT VALUE:**

The total value of all property insured including, but not limited to, all wages, expenses, materials, supplies, equipment, existing structures (when coverage is included) and such other charges, all whether provided by the owner, contractors or others, which will become a part of or will be expended in the project plus the value, if any, of **SOFT COSTS\***, **RENTAL INCOME\*** or **GROSS EARNINGS\*** to be insured.

**14. WINDSTORM:**

An atmospheric disturbance accompanied by wind, rain, hail, thunderstorm, cyclone, hurricane, tornado or any combination of the foregoing and including any resulting flood, tidal or wave action.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DAMAGE TO EXISTING PROPERTY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMPLETED VALUE BUILDERS RISK POLICY

### SCHEDULE

<b>Limit of Insurance</b>	\$ _____ per occurrence
<b>Deductible</b>	\$ _____

This policy is extended to cover damage to existing buildings, plant and / or other structures at the location of the **INSURED PROJECT\*** but only when the **INSURED PROJECT\*** is contained within or attached to such existing buildings subject to the following terms and conditions:

**A.** The following additional exclusions shall apply hereunder:

- (1) Personal Property;
- (2) Any property located outside of existing buildings, plant and / or other structures;
- (3) Underground utilities of any kind;
- (4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (5) Electrical injury or disturbance caused by electrical currents;

Exclusions (4) and (5) apply unless direct physical loss or damage by an insured peril ensues and then this policy insures only such ensuing loss or damage.

- (6) Business Interruption, extra expense or other consequential loss;
- (7) Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines or steam engines owned, leased or operated under the Insureds (including Additional Insured's) control. Direct physical loss or damage caused by or resulting from explosion of gases or fuel within the furnace or any fired vessel or within the flues or

passages through which the gases or combustion pass is covered;

- (8) Interruption of incoming electricity, fuel, water, gas, steam, refrigerant, or other services except as specifically covered in this Policy. If a peril insured against ensues, this policy insures only such ensuing loss or damage;
- (9) Loss or damage arising solely as a consequence of loss, damage or any structural, mechanical, electrical or material condition which existed prior to the effective date of this Endorsement;

**B.** The following basis of valuation shall apply at the time and place of loss:

- (1) If actually replaced – the cost to repair or replace the property lost or damaged with material of like kind and quality at the time and place of loss. In the event that repair or replacement with materials of like kind and quality can not be effected due to obsolescence or non-availability of such materials or the means and methods of fabricating, manufacturing or installing such materials, repair or replacement shall be effected with materials, means and / or methods that are functionally equivalent to the lost or damaged property, in the application of the foregoing, betterment is excluded.
- (2) If not replaced – the actual cash value (the replacement cost at the time of loss or damage less depreciation).

The Company's liability for coverage hereunder shall not exceed the limit of insurance shown in the schedule above in any one OCCURRENCE\*. This amount is a Sublimit of Liability and is part of and not in addition to the Policy Limit of Liability.

As respects to this extension of coverage the deductible shall apply in any one OCCURRENCE\* shown in the schedule above except where a higher deductible applicable to the cause of loss is stated elsewhere in the policy.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DELAY IN COMPLETION ENDORSEMENT

### SECTION A - DECLARATIONS

For the purpose of this endorsement only, the Named Insured, if different from that shown on the policy declarations, shall be as shown on the declarations of this endorsement. There shall be no Additional Insureds hereunder.

**NAMED INSURED:**

**BUSINESS ADDRESS:**

**PERIOD OF INDEMNITY\*:** \_\_\_\_\_ Calendar Days

**SCHEDULED DATE OF COMPLETION\*:** \_\_\_\_\_

**WAITING PERIOD DEDUCTIBLE \*:** \_\_\_\_\_ Each Occurrence  
**ORIGINAL TERM ENDORSEMENT RATE:** \_\_\_\_\_ /100

No liability shall exist unless the **DELAY\*** exceeds the Waiting Period and then the Company's liability shall be for the amount of loss in excess of the stated Waiting Period.

**ORIGINAL TERM ENDORSEMENT PREMIUM:** \$ \_\_\_\_\_

**PERIOD OF INSURANCE:** UNLESS OTHERWISE NOTED HEREIN THE PERIOD OF INSURANCE FOR THIS ENDORSEMENT SHALL BE THE SAME AS THAT OF THE POLICY.

Subject to the individual sublimits shown below, the total sublimit of liability for which the Company shall be liable under this endorsement in the aggregate shall not exceed \$\_\_\_\_\_.

1. Loss Of **RENTAL INCOME\*** \$ \_\_\_\_\_
2. Loss Of **GROSS EARNINGS\*** \$ \_\_\_\_\_
3. **SOFT COSTS / ADDITIONAL EXPENSES\*** \$ \_\_\_\_\_

**Refer to Individual Item Sublimits below:**

Interim Interest Expense	\$ _____
Realty Taxes / Ground Rents	\$ _____
Advertising Expense	\$ _____
Commission Expense	\$ _____
Architect / Engineer Fees	\$ _____
Project Administration Expense	\$ _____
Legal / Accounting Fees	\$ _____
Insurance Premiums	\$ _____
	\$ _____
	\$ _____
	\$ _____

The Sublimits of Liability above shall not increase the Policy Limit of Liability or any Aggregate Limit of Liability

## SECTION B – COVERAGE AND EXCLUSIONS

### INSURING AGREEMENT

1. In consideration of the additional premium charged and subject to all terms, conditions, limitations and exclusions of this Endorsement and of the Policy to which this Endorsement is attached, this Policy is extended to indemnify the Insured, specified in the Delay In Completion Endorsement, for Delay In Completion Loss, as defined in this Endorsement, incurred during the Delay, and caused by direct physical loss or direct physical damage to Insured Property during the Period of Insurance, provided such loss or damage is indemnifiable under the Policy to which the Endorsement is attached or would have been indemnifiable except for application of a deductible.
2. Subject to the Sublimit of Liability and the Period Of Indemnity specified in the Declarations of this Endorsement and the Period of Insurance, the Company will indemnify the Insured for loss defined as **SOFT COSTS /ADDITIONAL EXPENSES\***, loss of **RENTAL INCOME\*** and/or loss of **GROSS EARNINGS\*** as scheduled in this Endorsement to the extent such loss is actually and necessarily incurred by the Insured during the DELAY.
3. The Company shall also indemnify the Named Insured for additional expenditures that are necessarily and reasonably incurred for the purpose of reducing or avoiding the amount for which the Company is liable, but only to the extent that such loss amount otherwise payable is thereby reduced.

### ADDITIONAL EXCLUSIONS AND LIMITATIONS

The Company shall not be liable for any increase in **DELAY\*** caused by or resulting from:

1. The enforcement of any ordinance or law regulating construction, rebuilding, repair, replacement, removal or reconstruction of the work;
2. The interference by strikers or other persons with the transportation of property, the construction, rebuilding, repairing or replacing of property insured hereunder or the occupancy and use of the premises;
3. Any consequential loss including but limited to loss of market;
4. Loss or damage to property not covered by this policy;
5. Non-availability of funds other than insurance reimbursements;
6. Import, export or customs restrictions and / or regulations;

7. Alterations, additions, improvements or other changes made in the designs, plans, specifications or other contract documents for the work which are required to effect the repair or replacement of the damaged property;
8. The suspension, lapse or cancellation of or the failure to obtain, maintain or extend any permit, lease, license, contract or purchase order commitments;
9. The failure to use due diligence and dispatch in restoring the damaged property to the condition existing prior to the loss or damage;
10. Any change order or other cause which results in deviation from the original progress schedule, or revisions thereto, and which is independent of insured loss or damage which gives rise to a **DELAY\***, whether occurring prior to or after an insured **DELAY\***;

### SECTION C - GENERAL CONDITIONS

1. The Named Insured shall furnish in writing, when and as required by the Company, progress reports on the project work, except the Named Insured shall immediately advise the Company in writing of any change which is likely to effect the **SCHEDULED DATE OF COMPLETION** whether or not a loss occurs. In the event a difference between the scheduled and actual progress of the work necessitates revision of the **SCHEDULED DATE OF COMPLETION\***, the Company and the Named Insured shall agree to a revised **SCHEDULED DATE OF COMPLETION\*** which will be endorsed to this Policy. The Named Insured shall then establish a revised progress schedule for the work which will be the basis of comparison with future progress reports. In the event of any further differences between the revised progress schedule and progress reports, similar revision(s) in the progress schedule will be made and a revised **SCHEDULED DATE OF COMPLETION\*** will be endorsed to this Policy.
2. The Named Insured shall do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize the extent of any interference with the construction schedule so as to avoid or diminish any **DELAY\*** resulting therefrom.
3. The Company shall not be liable during the **PERIOD OF INDEMNITY\*** for more than the amount stated in the Declarations of this Endorsement.
4. Upon the expiration of one month after the beginning of the **PERIOD OF INDEMNITY\*** and after the expiration of each further month, if it is possible for the Company to determine the minimum amount

which the Company may be liable to pay for the elapsed period, the Company shall pay such amount(s) to the Named Insured as an installment of the total loss.

5. In the event of a loss for which payment may be made, the Company shall conduct an audit of the Named Insured's records twelve months after actual commencement of operations to determine the loss as defined by this Endorsement, as well as any expenses related to reducing loss incurred by the Named Insured. Due consideration shall be given to seasonal patterns, trends, variations or special circumstances which would have affected the business had the **DELAY\*** not occurred, so that the amount thus adjusted shall represent as nearly as may be reasonably practicable the amount which, in the absence of the Delay, would have been realized. Any amount saved in respect of labor costs, charges and expenses that have ceased or reduced during the **PERIOD OF INDEMNITY\*** and liquidated damage the Named Insured is entitled to receive, whether collectible or not, shall be deducted from the loss during the **PERIOD OF INDEMNITY\***.
6. If the amount of loss determined by the audit is less than or exceeds the sum paid by the Company during the **PERIOD OF INDEMNITY\***, the difference between the two amounts shall be paid by or to the Company as the case may be.
7. Upon request by the Company, the Named Insured shall make available all records and information relevant to the determination of loss and expenses related to reducing loss.
8. It is a condition of this insurance that as soon as practical the Named Insured shall begin normal operations.

#### SECTION D - DEFINITIONS

For the purpose of this endorsement, the following definitions shall apply in addition to those of the policy:

1. **SCHEDULED DATE OF COMPLETION:** Shall mean the later of the following: (i) the date stated in the Declarations of this Endorsement; or (ii) the date on which but for the insured loss or damage, commercial operations or use and occupancy would have commenced.
2. **WAITING PERIOD DEDUCTIBLE:** The number of calendar days stated in the Declarations of this Endorsement, beginning with the **SCHEDULED DATE OF COMPLETION**. The **WAITING PERIOD DEDUCTIBLE** runs from the date upon which, had the loss or damage not occurred the **INSURED PROJECT** would have been completed, but not prior to the **SCHEDULED DATE OF COMPLETION**. In the event that **DELAY** in direct consequence of insured physical loss or damage results from more

than one occurrence, a separate **WAITING PERIOD DEDUCTIBLE** will apply for each occurrence. This deductible is in addition to any other deductible(s) applicable to loss or damage covered by the policy to which this endorsement is attached.

3. **DELAY:** shall mean the period of time between the Scheduled Date of Completion, as stated in the Declarations, and the actual date on which commercial operations or use and occupancy commenced or could have commenced; however, not exceeding such delay as would result if the loss or damage were repaired or replaced with the exercise of due diligence and dispatch, but in no event exceeding the **PERIOD OF INDEMNITY** stated in the Declarations for all indemnifiable Occurrences combined. The Delay shall not be terminated by the expiration or cancellation of the Policy with respect to indemnity payable hereunder in direct consequence of insured loss or damage occurring prior to such expiration or cancellation.

4. **GROSS EARNINGS:** **GROSS EARNINGS** not realized by the Named Insured during the **PERIOD OF INDEMNITY\*** which would have been earned from the commencement of operations or use and occupancy of the work if the **DELAY\*** had not occurred, consisting of:

The sum of:

- A. Total net sales value of production;
- B. Total net sales of merchandise;
- C. Other earnings derived from operations of the business

Less the cost of:

- D. raw stock from which such production is derived;
- E. Supplies consisting of materials consumed directly in the conversions of such raw stock into finished stock or in supplying the service(s) sold by the Named Insured;
- F. Merchandise sold, including packaging materials thereof; and
- G. Service(s) purchased from outsiders (not employees of the Named Insured) for resale which do not continue under contract.

No other cost shall be deducted in determining **GROSS EARNINGS \***.

5. **PERIOD OF INDEMNITY:** is the number of calendar days stated in the Declarations of this Endorsement which is in excess of the **WAITING PERIOD DEDUCTIBLE**. The **PERIOD OF INDEMNITY** begins but for the **WAITING PERIOD DEDUCTIBLE**, with the date upon which, had the loss or damage not occurred, the **INSURED PROJECT** would have been completed but not prior to the **SCHEDULED DATE OF COMPLETION**. The **PERIOD OF INDEMNITY** ends on the earlier of the date on which



the **INSURED PROJECT** is completed but not exceeding the length of time it takes with the exercise of due diligence and dispatch to rebuild, prior to the occurrence of the loss or damage or the number of calendar days specified whichever is less. The **PERIOD OF INDEMNITY\*** hereunder shall not be limited or otherwise affected by the expiration of the Policy.

6. **PERIOD OF INSURANCE\*:** The **PERIOD OF INSURANCE** if different than the term of this policy shall be as stated in the Declarations of this Endorsement. It shall end earlier if and when the entire project or parts thereof are taken over into use by the INSURED.
7. **RENTAL INCOME\*:** Revenues from rentals and leases not realized during the **PERIOD OF INDEMNITY\***, which would have been earned by the Named Insured if the **DELAY\*** had not occurred, less non-continuing expenses.
8. **SOFT COSTS / ADDITIONAL EXPENSES\*:** Expenditures which are necessarily incurred during the **PERIOD OF INDEMNITY\***, that would not have been incurred by the Named Insured if the **DELAY\***

repair or replace such part of the property which has been lost or damaged to its condition immediately

had not occurred, including but not limited to (Subject to Scheduled Expenditures in the Declarations):

- A. Interest upon money borrowed to finance the contract work;
- B. Realty taxes and ground rent, if any;
- C. Advertising and promotional expenses necessarily incurred;
- D. Costs of additional commissions incurred upon renegotiating leases;
- E. Architects, engineers and consultant fees;
- F. Project administration expense;
- G. Legal and accounting fees;
- H. Insurance premium;
- I. Other Expenditures, as accepted by the Company and scheduled in the Declarations of this Endorsement;

All other terms and conditions of the policy to which this Endorsement is attached remain unchanged and apply equally hereto

AMOUNT DUE FOR THIS ENDORSEMENT: \$  
PRODUCER:

☐

ADDITIONAL

☐

RETURN



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXTENSION OF COVERGE – INTERIOR WATER DAMAGE**

This endorsement modifies insurance provided under the following:

COMPLETED VALUE BUILDERS RISK POLICY

### **SCHEDULE**

<b>Interior Water Damage Limit:</b>	_____
-------------------------------------	-------

#### **Extension of Coverage:**

Exclusion **U.** in the Perils Excluded clause of the Completed Value Builders Risk Form is deleted and the following provisions apply as an Extension of Coverage:

Subject to the stated sublimit of liability and applicable deductible(s) herein, the policy is extended to cover loss or damage to covered property caused by, arising out of, contributed to, or resulting from rain, snow, sleet or ice, all whether wind driven or not, entering the interior of any building or structure undergoing construction or renovation without first sustaining any damage to the exterior of the building or structure and whether or not the roof and outside walls are **COMPLETE\***. The foregoing extension does not apply to damage to property stored in the open caused by water, rain, snow, sleet or ice.

The insured agrees to take all appropriate precautions to avoid loss or damage to covered property from the perils enumerated above.

The most the Company will pay for any one loss, casualty or disaster arising from coverage provided by this endorsement is shown in the schedule above.

The deductible for this endorsement is the deductible applicable to the cause of loss, but not less than \$\_\_\_\_\_per **OCCURRENCE\***.

**\*COMPLETE** means "dried in" defined as final roofing installed according to the project specifications and exterior ty-vek wrap or similar equivalent water barrier installed and windows installed all per project specifications.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MORTGAGE CLAUSE**

This endorsement modifies insurance provided under the following:

### **COMPLETED VALUE BUILDERS RISK POLICY**

Loss or damage to the insured property of the **INSURED PROJECT\*** under this policy will be payable to the mortgagee (or trustee), as named on an Evidence of Insurance or as endorsed to the policy, as their interest may appear, under all present or future mortgages upon the insured property in which the aforesaid may have an interest as mortgagee (or trustee) only therein, will not be invalidated by any act or neglect of the mortgagor or owner of the insured property, or by any foreclosure or other proceedings or notice of sale relating to the insured property, nor by any change in the title or ownership of the insured property, nor by the occupation of the **INSURED PROJECT\*** for purposes more hazardous than are permitted by this policy, provided that if the mortgagor or owner neglects to pay any premium due under this policy, the mortgagee (or trustee) will, on demand, pay the same.

Provided, also, that the mortgagee (or trustee) will notify the Company of any change in ownership or occupancy or increase in hazard which will come to the knowledge of said mortgagee (or trustee) and, unless permitted by this policy, it will be noted thereon and the mortgagee (or trustee) will, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this policy will be null and void.

The company reserves the right to cancel this policy at any time as provided by its term, but in such case this policy will continue in force for the benefit only of the mortgagee (or trustee) for ten (10) days after notice to the mortgagee (or trustee) of such cancellation and will then cease, and the Company will have the right, on like notice, to cancel this agreement.

Whenever the Company will pay the mortgagee (or trustee) any sum for loss under this policy and will claim that, as to the mortgagor or owner, no liability therefore existed, the Company will, to the extent of such payment, be thereupon legally subrogated to all rights of the party to whom such payment will be made, under all securities held as collateral to the mortgage debt or may, at its option, pay to the mortgagee (or trustee) the whole principle due or to grow due on the mortgage with interest, and will thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation will impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDATORY ENDORSEMENT ARKANSAS**

This endorsement modifies insurance provided under the following:

COMPLETED VALUE BUILDERS RISK POLICY

1. Under **SECTION C – GENERAL CONDITIONS**, item 11. **IN CASE OF LOSS** amended to include the following:  
If the insured reports a loss to the company, the insured will receive the necessary forms within 20 days after the insured first report the loss.
2. Under **SECTION C – GENERAL CONDITIONS**, item 13. **SUBROGATION** is amended to include the following:  
If the insured assigns to the company the rights of recovery and the company recovers from another party, the company will make the insured whole before recovering for the company's loss.
3. Under **SECTION C – GENERAL CONDITIONS**, item 22. **APPRAISAL** is amended to include the following:  
This provision is non-binding on both parties and will apply only if the insured and the company voluntarily agree to appraisal.
4. Under **SECTION C – GENERAL CONDITIONS** item 23. **SUIT AGAINST US.** Paragraph **B.** is deleted and replaced by the following:
  - b. the suit has been brought within five years after the named insured first has knowledge of the loss.
5. Under **SECTION C – GENERAL CONDITIONS**, item 25. **CANCELLATION** is deleted and replaced by the following:  
**CANCELLATION AND NONRENEWAL:**  
The insured may cancel this policy by returning the policy to the company or by giving the company a written notice and stating at what future date coverage is to stop.  
The company may cancel or not renew this policy, or one or more of its parts, by written notice sent to the insured and any lienholder or loss payee named in the policy at the last mailing addresses known to the company. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.  
If this policy has been in effect less than 60 days, the company may cancel for any reason. The company will give notice at least ten days before the cancellation is effective.  
After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by the company, the company may cancel only on the anniversary date unless the cancellation is based upon at least one of the following reasons:
  - A. nonpayment of premium;
  - B. fraud or material misrepresentation made by the insured or with the insured knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
  - C. the occurrence of a material change in the risk which substantially increases any hazard insured against after the policy issuance;

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- D. violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy;
- E. nonpayment of membership dues in those cases where "our" bylaws, agreements, or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- F. a material violation of a material provision of the policy.

If the company cancels this policy for nonpayment of premium, the company will give notice at least ten days before the cancellation is effective and the notice will state the reason for cancellation. If this policy has been in effect for 60 days or more and the company cancels for any other reason, the company will give notice at least 20 days before the cancellation is effective.

If the company decides not to renew this policy, the company will give notice at least 60 days before the expiration date of the policy, or the anniversary date of a policy written for a term longer than one year or without a fixed expiration date.

The insured's return premium, if any, will be calculated on a pro rata basis and will be refunded to the insured with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

6. The following conditions are added under **SECTION C – GENERAL CONDITIONS:**

**PREMIUM PAYMENT:**

If this policy has been issued for a period in excess of 12 months with the premium adjustable on an annual basis, the company will give the insured and the agent of record written notice of the premium to be charged at least 30 days before the anniversary date. This provision applies only if the insured has given the company the information necessary to calculate the premium.

**RENEWAL:**

If the company elects to renew this policy with a premium increase equal to or greater than 25%, the company will mail written notice of the company's intention to increase the premium by 25% or more to the insured's agent at least 30 days prior to the effective date of the renewal and to the insured at least ten days prior to the effective date of the renewal.

All other terms and conditions of this policy remain unchanged.

*SERFF Tracking Number:*      *QBEC-125873066*

*State:*      *Arkansas*

*Filing Company:*      *QBE Insurance Corporation*

*State Tracking Number:*      *EFT \$50*

*Company Tracking Number:*      *08-017-004-IM-AR-F*

*TOI:*      *09.0 Inland Marine*

*Sub-TOI:*      *09.0005 Other Commercial Inland Marine*

*Product Name:*      *Large Builders Risk*

*Project Name/Number:*      */*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: QBEC-125873066

State: Arkansas

Filing Company: QBE Insurance Corporation

State Tracking Number: EFT \$50

Company Tracking Number: 08-017-004-IM-AR-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Large Builders Risk

Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved 11/06/2008

**Comments:**

**Attachment:**

P & C transmittal form 2007a.pdf

**Satisfied -Name:** Independent Forms Filing List

**Review Status:**

Approved 11/06/2008

**Comments:**

**Attachment:**

Independent Forms list.pdf

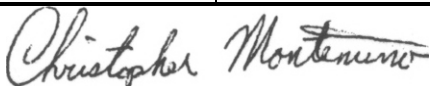
## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	QBE Insurance Group				<b>Group NAIC #</b>	0796
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
QBE Insurance Corporation	PA	39217	22-2311816			

<b>5. Company Tracking Number</b>	<b>08-017-004-IM-AR-F</b>
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## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Christopher Montemurro Wall Street Plaza 88 Pine Street New York, NY 10005	Compliance Analyst Assistant	212-497-9642	(212) 790-9806	<a href="mailto:Christopher.montemurro@qbeamericas.com">Christopher.montemurro@qbeamericas.com</a>
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Christopher Montemurro		

## Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	09.0 Inland Marine			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	09.0005 Other Commercial Inland Marine			
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>	Large Builders Risk			
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:	12/05/2008	Renewal:	12/05/2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				



<b>18.</b>	<b>Company's Date of Filing</b>	11/05/2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

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## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company tracking #</b>	<b>08-017-004-IM-AR-F</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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**08-017-004-IM-AR-F**

(QBEIC) QBE Insurance Corporation is filing a new program for Large Builders Risk. This program utilizes QBE Independent forms. The program is designed to cover damage to property under construction, materials used in the course of the construction, and delays in construction.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: <b>Filing Fees paid via EFT – Electronic Funds Transfer</b>  <b>\$50.00 – filing fee</b></p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required other state specific forms, etc.)

PC TD-1 pg 2 of 2

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**Effective March 1, 2007**

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company tracking #</b>	<b>08-017-004-IM-AR-F</b>
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<b>2.</b>		<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>NOT APPLICABLE</b>	
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Common Policy Conditions	QBIL DS 01 03 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Excess Physical Damage Coverage Form	QBCM-0109 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Absolute Wind, Tornado, Cyclone, Hurricane, and Tropical Storm Exclusion	QBCM-0110 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amendment of Minimum Earned Premium	QBCM-0111 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amendment to Deductible Clause	QBCM-0112 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Completed Value Builders Risk Policy	QBCM-0113 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Damage to Existing Property Endorsement	QBCM-0114 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Delay in Completion Endorsement	QBCM-0115 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Extension of Coverage – Interior Water Damage	QBCM-0116 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Mortgage Clause	QBCM-0117 01-05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Amendatory Endorsement - Arkansas	QBCM-0126 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

Form Number	Form Name/ Description	Edition Date	<div><div>new</div><div>replacement</div></div>	<div>(check one or more)</div> <div><div>broaden</div><div>restrict</div><div>other</div></div>	Rate or Premium Impact?	Mandatory or Optional	Explain Coverage Change <div>[or note that the explanation is in the side-by-side comparison]</div> <div>(If Reference Filing-Name Agency)</div>
QBIL DS 01	Common Policy Conditions	8-Mar	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Mandatory	No Coverage Change
QBCM-0109	Excess Physical Damage Coverage Form	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Optional	No Coverage Change
QBCM-0110	Absolute Wind, Tornado, Cyclone, Hurricane, and Tropical Storm Exclusion	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Optional	No Coverage Change
QBCM-0111	Amendment of Minimum Earned Premium	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Optional	No Coverage Change
QBCM-0112	Amendment to Deducible Clause	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Optional	No Coverage Change
QBCM-0113	Completed Value Builders Risk Policy	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Mandatory	No Coverage Change
QBCM-0114	Damage to Existing Property Endorsement	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Optional	No Coverage Change
QBCM-0115	Delay in Completion Endorsement	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Optional	No Coverage Change
QBCM-0116	Extension of Coverage - Interior Water Damage	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Conditional	No Coverage Change
QBCM-0117	Mortgage Clause	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Optional	No Coverage Change
QBCM-0126	Amendatory Endorsement Arkansas	8-Jan	<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>	Mandatory	No Coverage Change
			<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div>Yes<div></div>No</div>		
			<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div></div>		
			<div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div></div>		
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